## UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF WISCONSIN

In re: Ceria Latrese Bellinger,

Debtors

Case No. 22-22123-kmp

Chapter 13

## ORDER APPROVING STIPULATION TO RESOLVE MOTION FOR RELIEF FROM AUTOMATIC STAY AND FOR ABANDONMENT AS TO REAL PROPERTY LOCATED AT 5730 N. 96<sup>TH</sup> STREET, MILWUKEE, WISCONSIN

The Court has reviewed the filed stipulation between the Debtor and 21st Mortgage Corporation, its successors and/or assignees ("Movant"), resolving the motion for relief from stay and for abandonment, with respect to the property located at 5730 N. 96th Street, Milwaukee, Wisconsin.

IT IS THEREFORE ORDERED: The stipulation, which is attached to this Order, is approved and incorporated herein, and the parties are authorized to act in accordance with its terms. The motion is denied subject to the conditions stated in the stipulation.

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To resolve the motion for relief from the automatic stay and abandonment filed by 21st Mortgage Corporation, its successors and/or assignees ("Movant"), with respect to the property located at 5730 N. 96th Street, Milwaukee, Wisconsin (the "Property"), Movant and Debtor, by their respective undersigned counsel, stipulate as follows:

- 1. The renewed motion will be denied, subject to the following conditions.
- 2. On or before 8/31/2022, Debtor will make a payment of \$ 1,187.19 directly to Movant.
- 3. Movant may file a supplemental claim in the amount of \$1,238.00, itemized as follows:

Attorney fees: motion for relief:

\$ 1,050.00

Filing fee: motion for relief:

\$ 188.00

Total supplemental claim:

\$ 1,238.00

4. Commencing with the September 1, 2022 payment, and continuing through and including the February 1, 2023 payment, the Debtor shall make all monthly mortgage payments to the Movant in sufficient time to be received on or before the 15th

day after the payment date. In the event any such payment is not received in a timely manner, the Movant, its servicing agent or its counsel may submit evidence of default and a proposed order for immediate relief from the automatic stay to the court for signature.

- 5. This is a stipulation to a Doomsday Order under this court's Uniform Procedure for Doomsday Orders; it incorporates and is therefore subject to this district's Uniform Procedure for Doomsday Orders. This doomsday provisions apply to the payments in paragraphs 2 and 4 above.
- 6. Thereafter, the Debtor shall make all monthly mortgage payments to the Movant in sufficient time to be received on or before the 15th day after the payment date. In the event any such payment is not received in a timely manner, counsel for the movant may renew the motion by letter, and the motion will be granted unless Debtor files an objection requesting a hearing within 14 days of the motion renewal.
- 7. Any further order granting Movant relief from the automatic stay as to the real property at issue shall also constitute abandonment pursuant to 11 U.S.C. § 554(b).
  - 8. The next regular monthly payment due is the 9/1/2022 payment.
- 9. Pending further notice, the monthly mortgage payment is \$828.20, and payments shall be made to the Movant c/o 21st Mortgage Corporation., PO Box 477, Nashville, TN 37901.

Dated:	8/9/2022	Dated:
Dutca.	0/ // 2022	Dated.

ATTORNEY BRYAN WARD LLC Counsel for Movant

GERACI LAW LLC Counsel for Debtors

Bryan M. Ward

Kathryn K. MacKenzle